

Official Contest Rules

“Caribbean StartUp Summit Competition”

Competition Sponsors¹

The “TEN Habitat – The Caribbean Summit” is sponsored by the U.S. Department of State, U.S. Embassy to Barbados, the Eastern Caribbean, and the Organization of Eastern Caribbean States (OECS).

Description of Contest Objectives

The Caribbean Startup Summit is TEN Habitat's flagship annual event. The summit will be held in Barbados on May 24 and 25, 2019. It brings together a global team of startup experts, founders and entrepreneur resource providers to help empower startups in the region. It's the event built to inspire dreamers and empower ideas. TEN Habitat is the response to a growing need for a more inclusive approach to how Caribbean startups are supported and funded. TEN Habitat focuses on developing investor-ready startups by exposing them to a range of hands-on support that is all about building businesses. U.S. Embassy Bridgetown supports entrepreneurship in the Eastern Caribbean and wants to send two entrepreneurs from each island in our area of our responsibility to the summit.

The United States Embassy to Barbados, the Eastern Caribbean, and the OECS is pleased to announce its “**Caribbean StartUp Summit Competition**”, which is open to persons in the Eastern Caribbean between 25 - 35 years. The U.S. Embassy Bridgetown is committed to empowering business and social entrepreneurs with the training, tools, networks and resources required to transform their societies and contribute more fully to economic development and prosperity, security, human rights and good governance in their home countries.

The U.S. Embassy Bridgetown will be hosting this competition in Antigua and Barbuda, Barbados, Dominica, Grenada, St. Kitts and Nevis, St. Lucia, and St. Vincent and the Grenadines. Participants will have the opportunity to win an all-expense paid trip to Barbados with an all access pass to attend the two-day summit. Winners will be required to travel from May 23 – 26, 2019.

Persons between the age of 25 and 35 are invited to submit a short video about their business and why attending the summit will benefit them and their business.

Platform(s)

¹ Throughout the contest rules, the term “sponsors” is used to represent either single or multiple sponsors, where applicable.

Events from this contest will be announced and promoted on various Social Media platforms including Facebook and Twitter, but contest entry and administration will take place through direct e-mail. Contest winners will also be announced on Facebook, Twitter, and via local press; however Facebook and Twitter are not partners or sponsors of the contest.

How to Enter

The contestant may only submit their video entry as an attachment to the Public Affairs Section at pasbridgetown@gmail.com. The contestant should also include the following information in the email: (i) First and Last Name, (ii) Birth Date, (iii) Contact Information (phone number & e-mail address), and (iv) Country of Citizenship. Once submitted, the video is considered a final submission and may not be modified, edited, or replaced. Individual contestants may submit no more than one video. Participation in this contest is automatically deemed as acceptance of these Official Contest Rules. A submission **must** be the original work of the contestant.

The competition opens on Friday, March 1, and entries must be submitted on or before Sunday, March 17, 2019. Winners will be announced on Friday, March 29, 2019.

Content Requirements

- a) Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local law and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsor, or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience.
- b) Submissions must be original content created by the contestant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights (except as expressly permitted below in (d)). Contest Sponsor recognizes no allowance for "fair use" of copyrighted material, nor do Contest Sponsor recognizes allowance for use of licensed materials created or owned by a third party.
- c) Contest Sponsor reserves the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.
- d) In the event of any question or difference of views regarding compliance with, interpretation, or application of these content requirements or other provisions of these Official Contest Rules, Contest Sponsor reserves the exclusive right to resolve such questions or differences of views in their sole discretion.
- e) By submitting a video to the contest, the contestant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the video (or from

the individuals' parent/legal guardian if any such individuals are considered a minor in their country of residence), and that he or she has obtained the necessary rights, licenses, consents, and permissions to use all material in the submission. The contestant further affirms that he or she is prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the video submission at the Contest Sponsors' sole and absolute discretion.

Technical Format Requirements

Video submissions must be in **MP4** format, **240** megabytes or smaller.

Eligibility

- a) Contestants must be **between the ages of 25 and 35 years old** on the date of entry into the contest.
- b) Contestants must be residents of **Antigua, Barbados, Dominica, Grenada, St. Kitts and Nevis, St. Lucia, and St. Vincent** and may not be U.S. citizens or lawful permanent residents.
- c) The individual submitting the entry will be considered the contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by an individual. In order to be eligible for the prize, the contestant must provide complete and accurate information.
- d) The following individuals are not eligible to participate in the contest: Employees, interns, directors, and officers of the Contest Sponsor, Facebook, Twitter or the U.S. Government; or any employees, interns, directors, or officers of any agencies, companies or entities involved in the administration, advertising, judging, creation, development, execution, and/or fulfillment of this contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual.
- e) Once a submission has been accepted for entry into the contest, the contestant's name (or User ID, if the contestant wishes to remain anonymous) and country may be publicly identified at the sole discretion of the contestant.

Selection of Winners

- a) All submissions are subject to pre-screening by the Contest Sponsor to ensure compliance with these Official Contest Rules. Any entries out of compliance will not be posted. Contest Sponsor reserves the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning artwork submission has fully complied with these Official Contest Rules before posting to the contest site, awarding prize, recognizing a winner, etc.

- b) Judges: The contest jury is comprised of Public Affairs Staff members of the U.S. Embassy Bridgetown.
- c) Judging Criteria: Judges will assess the video for its ability to convince that the business has the ability to succeed and the contestant will benefit from participating the summit.
- d) Winners: Each winner and/or finalist will be required to sign and return to the Contest Sponsor a statement of eligibility and liability/publicity release, and provide a short bio (where applicable), and a brief statement about the submission; otherwise the winner and/or finalist will be ineligible for any prize. Winners and finalists may choose to use an alias instead of their real name and may request other identifying information be kept private.
- e) Winners and finalists may be announced on the U.S. Embassy website and/or social media pages. Winners and finalists may choose to use an alias instead of their real name and may request other identifying information be kept private.

Prize(s)

- a) Contestants, except those that reside in Barbados, will have an opportunity to win an all access pass to TEN Habitat – The Caribbean Summit and a trip to Barbados. Eligible contestants that reside in Barbados will only receive an all access pass to the summit.
- b) Winners have to confirm the acceptance of the prize in an email reply within three calendar days. If the acceptance is not confirmed by the required date, the Contest Sponsor reserves the right to select an alternative winner.
- c) Any unused portion of the prize is not transferable, convertible, or exchangeable and cannot be taken as cash. All taxes on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the winner.

Liability and Rights

- a) The Contest Sponsor does not endorse any submissions or messages expressed therein, and the Contest Sponsor expressly disclaims any and all liability in connection with the submitted artwork including disputes between collaborators related to a submission.
- b) The contest and its sponsor do not permit copyright infringing activities or infringement of any other intellectual property rights, and the Contest Sponsor reserves the right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights.
- c) Contestants retain sole ownership of their original video. The submission remains the intellectual property of the contestant, and the Contest Sponsor and U.S. Government make no claim of copyright as to the work of any individual who enters the contest. Contestant specifically agrees to give the Contest Sponsor permission to use all content submitted for purposes of judging the contest. Finalists and/or winners will be required to grant the Contest Sponsor, with proper attribution through whatever means they deem appropriate, a

worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or display the submission, in any media formats and through any media channels in perpetuity in connection with the activities and operations of the contest.

- d) The contestant assumes sole responsibility for the contest submission and the material contained in it, and for any consequences of submitting or posting it.
- e) Contest Sponsor reserves the right at any time, to verify the validity of entries and of contestants and to disqualify any contestant or entry deemed not in compliance with these Official Contest Rules. Contest Sponsor also reserves the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules.
- f) If a prize or any portion thereof is unavailable, Contest Sponsor, in their sole discretion, reserve the right to substitute the prize with another prize of equal or greater value and/or specification.
- g) Contest Sponsor reserves the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Official Contest Rules; (ii) has violated the terms of use of the platform, or (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- h) Contest Sponsor reserves the right to modify, suspend, terminate or cancel the contest at their discretion for any reason.
- i) Contestant agrees to indemnify and hold harmless Contest Sponsor, their parent, subsidiary and affiliated companies, officers, directors, employees, interns, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from (i) violation of these Official Contest Rules; (ii) violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary right in connection with the contest; or (iii) any claim that a contest submission caused any harm, including financial, to any third party. These indemnification and hold harmless obligations will survive indefinitely beyond the conclusion of the contest.
- j) The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law. In the event of a conflict between U.S. law and host country law, U.S. law shall apply.
- k) Contest Sponsor and the U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data of contestants. Contact information provided by contestants may be stored by **U.S. Embassy Bridgetown** and may be used to contact contestants for other purposes in the future. This information may be made available to third parties to the extent permitted by law.
- l) Contest Sponsor assumes no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the contest or ability or inability to upload,

download, or otherwise access any information in connection with participating in the contest. Contest Sponsor assumes no responsibility or liability for technical problems, or technical malfunctions arising in connection with the operation of the contest, including: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the contest site in whole or in part for any reason; traffic congestion on the Internet or the contest site; unauthorized human or non-human intervention in the operation of the contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the contest.

- m) Use of contest site is at user's own risk. Contest Sponsor is not responsible for any personal injury, property damage, or losses of any kind which may be sustained to computer equipment resulting from participation in the contest, use of the contest site or the downloading of information from the contest site. By participating in the contest, the contestant releases Contest Sponsor from any and all claims arising from or relating to such contestant's participation in the contest, whether directly or indirectly.
- n) Contest Sponsor is not liable in the event that any portion of the contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other reason.